

## Terms and Conditions of Sale

GSA Schedule # GS-35F-0669K

SIN # 132-12

1. **Payment and Credit Terms** – Terms of payment are at Tone Commander's sole discretion. Tone Commander accepts prepayments or C.O.D. unless other credit terms have been established. Buyer may request an open account via written application. Tone Commander, at its sole discretion, will evaluate Buyer's credit worthiness, approve open account status, and establish credit limits. If Buyer is approved for an open account, all payments are due net 30 days from date of invoice. Tone Commander accepts payments with credit cards, ACH transactions, wire transfers, certified funds, and company checks. All amounts due should be addressed to:

Tone Commander Systems, Inc.  
11609 49<sup>th</sup> Place West  
Mukilteo, WA 98275-4255  
Attn: Accounts Receivable

If approved for an open account, Buyer agrees to pay account promptly and within the terms stated. Delinquent invoices or portions thereof are subject to an interest charge of 1 ½ % per month, until paid (or the maximum rate allowable by applicable law). Prepay or C.O.D. payment terms and/or additional credit limit restrictions may be placed on any past due account. In addition, Tone Commander reserves the right, at its sole discretion and without notice, to cancel all available credit and revoke open account status at any time. Overdue and delinquent account balances are subject to being placed for collection and Buyer expressly agrees that it shall be liable and pay all attorney's fees, and any other expenses whether or not incurred in connection with litigation, including, but not limited to attorney's fees and costs associated with the enforcement of any of the terms of this agreement, and attorney's fees and costs resulting from a default under this agreement. Any other payment terms must have a written agreement signed by both Buyer and Tone Commander.

2. **Pricing** – Prices are exclusive of federal, state, or local taxes or duties of any kind. All taxes or duties applicable to products purchased shall be paid by Buyer or in lieu thereof, Buyer shall provide Tone Commander with a tax exemption certificate acceptable to the taxing authorities. Tone Commander is not responsible for pricing, typographical, or other errors in any quotes and/or offers, and reserves the right to cancel or modify any orders resulting from such errors.
3. **Freight** – Products will be shipped UPS Ground (or equivalent) unless otherwise specified on a written purchase order. For GSA orders shipped via UPS Ground, prices include shipping costs. For all other shipping methods, total freight charges will be calculated from Tone Commander's dock with freight prepaid and billed to Buyer. Upon Buyer request, Tone Commander may provide approximate estimates of these freight charges. These are budgetary estimates only and may vary from the actual freight costs that are billed on the invoice.
4. **Delivery** – Delivery dates shall be subject to and contingent upon timely receipt of purchase order by Tone Commander, together with Buyer credit qualification. Tone Commander shall not be liable for failure to meet any promised delivery date due to credit qualification delays, force majeure, work stoppages, strikes, component unavailability, delays by component vendors, delay or default of common carrier, or any unforeseeable event or circumstance. Cancellation of purchase order shall be

the sole remedy available to Buyer in the case of Tone Commander's failure to meet any promised delivery date for any reason.

5. **Discrepancy/Failed Delivery Claims** – Products are sold F.O.B. Origin. Risk of loss from damage, shortage, or non-delivery due to carrier fault lies with Buyer. All claims for damage or shortages should be filed by Buyer with the carrier handling the shipment. Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by Buyer due to error by Tone Commander must be made in writing within ten (10) days of invoice date. Any such claim not presented within that time limit will be conclusively deemed waived and actual delivery of invoiced descriptions and quantities shall be conclusively presumed.
6. **Returned Material** – In the event of Buyer ordering error, material may be returned for credit towards purchases of other Tone Commander's products, less a twenty percent (20%) handling charge for restocking. No credit will be issued for return of goods older than sixty (60) days from the date of shipment, or for products not returned in their original unopened factory carton. A "Return Material Authorization" (RMA) number and specific shipping instructions must be obtained from Tone Commander before any material may be returned. No credit authorization shall be issued by Tone Commander, nor the value of any credit offset by Buyer against its accounts payable until the returned products are received, inspected, and accepted by Tone Commander.
7. **Alteration of Terms and Conditions** – No alteration or waiver of the terms and conditions contained herein shall be effective unless authorized in writing and signed by a corporate officer of Tone Commander. In the event that Buyer submits a purchase order with terms that are at variance or in conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict, and Tone Commander's terms and conditions of sale shall prevail.
8. **Change of Buyer's Name or Address; Reorganization** – Buyer hereby agrees to notify Tone Commander's Accounting Department in writing of any changes of name or address or of any corporate reorganization or change of ownership which may affect the information on Buyer's credit application.
9. **Acceptance of Purchase Orders** – All sales are subject to acceptance and no sales are final until accepted by Tone Commander at its headquarters in Mukilteo, Washington.
10. **Venue** – Buyer agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Tone Commander, and Buyer expressly waives its venue rights without reference to conflicts of laws principles.
11. **Warranty** – Tone Commander's warranty statement is included in the documentation provided with each product. This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability, fitness, or adequacy for any purpose or use, quality, productiveness or capacity; Tone Commander, to the extent permitted by law, hereby disclaims all such other warranties.
12. **Limitation of Liability** – Tone Commander does not accept liability, including but not limited to any liability for product not being available for use, lost profits, loss of business, loss due to service provisioning, loss due to technical support or lack of support, or loss due to corrupted firmware. Tone Commander will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Buyer agrees that for any liability related to the purchase of a product, Tone Commander is not liable or responsible for any amount of damages above the amount invoiced for the applicable product.



## GSA Schedule Price List

### 8000 Series ISDN Telephones

8610T .....	ISDN Speakerphone, 10 Call Appearances, S/T Interface.....	\$250.00
8620T .....	ISDN Speakerphone, 20 Call Appearances, S/T Interface.....	315.00
8610U .....	ISDN Speakerphone, 10 Call Appearances, U Interface.....	345.00
8620U .....	ISDN Speakerphone, 20 Call Appearances, U Interface.....	405.00
8810T .....	Speakerphone, 10 Call Appearances, S/T Interface, Large Display .....	360.00
8810U .....	Speakerphone, 10 Call Appearances, U Interface, Large Display .....	445.00

#### Options for 8610, 8620 and 8810

-8030X.....	30 Button Expansion Module .....	245.00
-8001TA .....	RS-232 Terminal Adapter .....	100.00
-8002TA .....	Analog Port Terminal Adapter.....	150.00
-8003TA .....	RS-232 & Analog Port Terminal Adapter .....	200.00
-8004TA .....	USB Port Terminal Adapter .....	100.00
-8005TA .....	USB & Analog Port Terminal Adapter.....	200.00
-P.....	Privacy (Voice Announce Disabled).....	4.00
-PWR1.....	Desktop, Direct Connect Power for 8610U, 8620U and 8810U.....	25.00
-PWR2.....	Desktop, Modular Wall Jack Adapter Power for 8610U, 8620U or 8810U .....	40.00
-PWR3.....	Wall Plug-in, Dual Modular Jack Power for 8610U, 8620U or 8810U .....	47.37

PS-50.....	48V Bulk ISDN Power Supply, supports up to 50 phones.....	550.00
NT1-200 Battery Backup ....	Battery Backup for NT1B-300 Rack or PS-50 Bulk Power Supply .....	475.00

### 6200 Series ISDN Telephones

6210T-B.....	ISDN Speakerphone, 10 Call Appearances, S/T Interface, Black .....	\$240.00
6220T-B.....	ISDN Speakerphone, 20 Call Appearances, S/T Interface, Black .....	300.00
6220T-TSG.....	Secure ISDN Telephone, 20 Call Appearances, S/T Interface, Black .....	445.00
6220T-TSG-DD.....	Secure ISDN Telephone, 20 Call Appearances, S/T Interface, Black, w/TSG-DD1 .....	480.00
6220U-TSG-DD .....	Secure ISDN Telephone, 20 Call Appearances, U Interface, Black, w/TSG-DD1 .....	570.00
TSG-DD1 .....	Secure ISDN Telephone Disconnect Device w/power supply (spare).....	75.00
6210U-B .....	ISDN Speakerphone, 10 Call Appearances, U Interface, Black.....	330.00
6220U-B .....	ISDN Speakerphone, 20 Call Appearances, U Interface, Black.....	390.00

#### Options for 6210 and 6220

-6030X-B.....	30 Button Expansion Module, Black .....	230.00
-6001TA-B.....	RS-232 Port for TAPI Applications, Black .....	100.00
-6002TA-B.....	Analog Port Terminal Adapter, Black.....	150.00
-P.....	Privacy (Voice Announce Disabled).....	4.00
-PWR1.....	Desktop, Direct Connect Power.....	25.00
-PWR2.....	Desktop, Modular Wall Jack Adapter Power for 6210U or 6220U.....	40.00
-PWR3.....	Wall Plug-in, Dual Modular Jack Power 6210U or 6220U .....	47.37

PS-50.....	48V Bulk ISDN Power Supply, supports up to 50 phones.....	550.00
NT1-200 Battery Backup....	Battery Backup for NT1B-300 Rack or PS-50 Bulk Power Supply .....	475.00

## ISDN NT1 Network Terminations

NT1B-300TC .....	Desktop/Rack Mount NT1 (without power supply or line cord).....	\$99.50
Options for NT1B-300TC		
-Cord1 .....	7' Line Cord, 8 conductor, RJ49C Connectors.....	3.00
-PWR1 .....	Desktop, Direct Connect Power.....	25.00
NT1B-300 Rack.....	Powered Rack, holds up to (24) NT1B-300TC.....	730.00
Options for NT1B-300 Rack		
-LB1 .....	Locking Bracket for NT1B-300 Rack.....	39.00
-PRE.....	NT1B-300TC Preinstalled in rack (requires -LB1 Locking Bracket Option) .....	0.00
NT1-200 Battery Backup....	Battery Backup for NT1B-300 Rack or PS-50 Bulk Power Supply .....	475.00
NT1U-223TC .....	Rack Mount Triple NT1 circuit card.....	340.00
NT1-296 Rack .....	Powered Rack, holds up to (16) NT1U-223TC cards.....	895.00
NT1-200/296		
Battery Backup .....	Battery Backup for NT1-296 Rack .....	475.00
NT1-200 Add-on Battery ....	Doubles battery capacity of NT1-200/296 or NT1-200 Battery Backup.....	405.00

## ISDN Attendant Consoles

40d Console .....	ISDN Attendant Console (requires 102612 Power Supply).....	\$2,300.00
120d Console .....	DSS/BLF Console for 120 stations (requires 40d Console) .....	1,500.00
2260d Console .....	ISDN Attendant Console with integrated 60 station DSS/BLF, includes local power supply .....	1,650.00
102612.....	Power Supply for up to (3) 40d and/or 120d Consoles, can supply remote power for up to (3) 2260d Consoles .....	200.00

## VoIP Telephones

7310-B.....	VoIP Speakerphone, 10 Call Appearances, Black .....	\$310.00
7320-B.....	VoIP Speakerphone, 20 Call Appearances, Black .....	360.00
7210-B.....	VoIP Speakerphone, 10 Call Appearances, Black .....	294.50
7220-B.....	VoIP Speakerphone, 20 Call Appearances, Black .....	342.00
Options for 7310, 7320, 7210 and 7220		
-6030X-B.....	30 Button Expansion Module, Black .....	230.00
-PWR1.....	Desktop, Direct Connect Power.....	25.00

## Telephone, Console, and NT1 Support Components

102872-01.....	Handset Wall Mount Clip for 6210/6220 (pkg. of 10) .....	8.00
102818.....	Key Label Sheet for 6210/6220 (pkg. of 100) .....	20.00
103045.....	Key Label Sheet for 8610/8620 (pkg. of 100) .....	20.00
102375.....	Keycap, Clear for black attendant consoles (pkg. of 100) .....	15.00
102376.....	Keycap Label Sheet for black attendant consoles (pkg. of 100) .....	40.00

## 9-1-1 Call Locator Products

### ISDN PRI to PRI Interface

9140-300 .....	9-1-1 Call Locator, PRI to PRI, 300 Stations.....	\$1,424.50
9140-300-2M .....	9-1-1 Call Locator, PRI to PRI, 300 Stations, with 2 Monitor Ports .....	1,859.00
9140-300-4M .....	9-1-1 Call Locator, PRI to PRI, 300 Stations, with 4 Monitor Ports .....	2,293.50
9140-300-6M .....	9-1-1 Call Locator, PRI to PRI, 300 Stations, with 6 Monitor Ports .....	2,728.00
9140-1000.....	9-1-1 Call Locator, PRI to PRI, 1,000 Stations.....	2,194.50
9140-1000-2M .....	9-1-1 Call Locator, PRI to PRI, 1,000 Stations, with 2 Monitor Ports .....	2,629.00
9140-1000-4M .....	9-1-1 Call Locator, PRI to PRI, 1,000 Stations, with 4 Monitor Ports .....	3,063.50
9140-1000-6M .....	9-1-1 Call Locator, PRI to PRI, 1,000 Stations, with 6 Monitor Ports .....	3,498.00
9140-8000.....	9-1-1 Call Locator, PRI to PRI, 8,000 Stations.....	2,964.50
9140-8000-2M .....	9-1-1 Call Locator, PRI to PRI, 8,000 Stations, with 2 Monitor Ports .....	3,399.00
9140-8000-4M .....	9-1-1 Call Locator, PRI to PRI, 8,000 Stations, with 4 Monitor Ports .....	3,833.50
9140-8000-6M .....	9-1-1 Call Locator, PRI to PRI, 8,000 Stations, with 6 Monitor Ports .....	4,268.00
9140-60000.....	9-1-1 Call Locator, PRI to PRI, 60,000 Stations.....	3,734.50
9140-60000-2M .....	9-1-1 Call Locator, PRI to PRI, 60,000 Stations, with 2 Monitor Ports .....	4,169.00
9140-60000-4M .....	9-1-1 Call Locator, PRI to PRI, 60,000 Stations, with 4 Monitor Ports .....	4,603.50
9140-60000-6M .....	9-1-1 Call Locator, PRI to PRI, 60,000 Stations, with 6 Monitor Ports .....	5,038.00

### ISDN PRI to CAMA Interface

9130-300-2C.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 300 Stations .....	\$1,424.50
9130-300-2C-2M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 300 Stations with 2 Monitor Ports .....	1,859.00
9130-300-2C-4M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 300 Stations with 4 Monitor Ports .....	2,293.50
9130-1000-2C.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 1,000 Stations .....	2,194.50
9130-1000-2C-2M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 1,000 Stations with 2 Monitor Ports .....	2,629.00
9130-1000-2C-4M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 1,000 Stations with 4 Monitor Ports .....	3,063.50
9130-8000-2C.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 8,000 Stations .....	2,964.50
9130-8000-2C-2M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 8,000 Stations with 2 Monitor Ports .....	3,399.00
9130-8000-2C-4M.....	9-1-1 Call Locator, 1 PRI, 2 CAMA, 8,000 Stations with 4 Monitor Ports .....	3,833.50
9130-8000-4C.....	9-1-1 Call Locator, 1 PRI, 4CAMA, 8,000 Stations .....	3,399.00
9130-8000-4C-2M.....	9-1-1 Call Locator, 1 PRI, 4 CAMA, 8,000 Stations with 2 Monitor Ports .....	3,833.50
9130-60000-4C.....	9-1-1 Call Locator, 1 PRI, 4 CAMA, 60,000 Stations .....	4,169.00
9130-60000-4C-2M.....	9-1-1 Call Locator, 1 PRI, 4 CAMA, 60,000 Stations with 2 Monitor Ports .....	4,603.50
9130-60000-6C.....	9-1-1 Call Locator, 1 PRI, 6 CAMA, 60,000 Stations .....	4,603.50

### Analog Interface

65635F12.....	PBX ANI-Link System III, 2 Trunks/1000 Stations .....	\$5,260.87
65635EF12.....	PBX ANI-Link System III, 2 Trunks/8000 Stations .....	6,695.66

## 9-1-1 Call Locator Products *(continued)*

### Accessories

9128.....	Desktop Alerting Call Display for 9140.....	\$638.00
65628.....	Alerting Call Display for 65635.....	638.00
NDS/1111.....	Ethernet Port Server for 9130 and 9140 (Replaces NPS-1101).....	324.50
NPS-1181.....	Ethernet Port Server for 9128 and 65628.....	324.50
LAN-Alert-10.....	LAN Alert Software, 10 Users.....	170.50
65626F2.....	4/2 Wire Converter, System III.....	572.96
65662-01.....	Modem Kit, External.....	377.83
91Audio-EXP.....	2-Port CAMA, Recording/Monitor for 9130 and 9140.....	434.50

## E9-1-1 ANI-Link Systems for PSAP Applications

45505F1.....	ANI-Link Mini Cabinet 19" cabinet.....	\$2,121.57
45510F1.....	ANI-Link Display.....	1,009.13
45510-01.....	ANI-Link Console Mounting Assembly for Display.....	51.66
45510-02.....	ANI-Link Offset Console Mounting Assembly for Display.....	51.66
45512.....	ANI-Link RS-232 Workstation Interface.....	1,166.97
45513.....	ANI-Link Remote Workstation Interface.....	1,166.97
45525F1.....	ANI-Link 48V Power Supply Card.....	866.61
45532.....	ANI-Link Multiplexer Card.....	1,082.79
45533F11.....	ANI-Link Single Data Processor (DP) Card.....	4,254.61
45533F12.....	ANI-Link Dual Data Processor (DP) Card.....	5,864.43
45551F1.....	ANI-Link Trunk Card.....	1,360.17
45552F1.....	ANI-Link Caller ID Line Card.....	2,462.09
45566.....	ANI-Link Station Interface Module.....	166.43
840096K1.....	ANI-Link Processor Card Upgrade E-PROM (one for each 45533F11).....	312.50
840096K2.....	ANI-Link Dual DP Card Upgrade E-PROM (Set of 2 for each 45533F12).....	499.99
840085K1.....	ANI-Link Caller-ID Card E-PROM (for the 5552F1 Card).....	187.50

## Labor

Installation Support, Training, Service.....\$72.05/hr.

*Tone Commander Products are not considered self-installable.*

## Product Warranty

For a period of one year from date of end user purchase, but not to exceed 16 months from date of manufacture, Tone Commander Systems, Inc. (Tone Commander) warrants its products to be free from defects in material and workmanship under conditions of normal use and service. Tone Commander shall, at its option, repair or replace any defective product which, in its opinion, has not been misused, damaged, or improperly installed. Extension periods of this warranty for certain products may be available for purchase upon request.

Repair or replacement under this warranty will be performed at Tone Commander's factory. Authorization must be obtained from Tone Commander prior to returning a product for repair. Freight must be prepaid for all units returned to Tone Commander. Units repaired under warranty will be shipped UPS Ground (or equivalent), freight prepaid by Tone Commander.

Products that are older than the warranty period, but less than 7 years old, or still manufactured by Tone Commander may be repaired at the factory for a flat rate charge. Repaired out-of-warranty units are warranted for 90 days from the date of repair.

The repair or replacement of a product under this warranty represents the entire obligation of Tone Commander; Tone Commander shall not be liable for any special or consequential damages resulting from or caused by any defect, failure, incapacity or malfunction of any of its products.

*The foregoing express warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability, fitness, or adequacy for any purpose or use, quality, productiveness or capacity; Tone Commander, to the extent permitted by law, hereby disclaims all such other warranties.*

## Repair and Advance Replacement Services

Products manufactured by Tone Commander Systems are serviced in the field by replacing complete assemblies or circuit board assemblies. Component level repairs are performed at Tone Commander's factory in Mukilteo, Washington. No other repair facility is authorized to repair products manufactured by Tone Commander. Any unauthorized repair or modification of a Tone Commander product will automatically void the warranty.

We have designed two programs to service our customers and the equipment we manufacture: Repair Service and Advanced Replacement Service.

### *Repair Service*

Repair Service is provided to perform component level repairs for Tone Commander products. In-shop turn around time is expected to be less than 30 days from the date Tone Commander receives a unit for repair.

Under the repair service program, products are repaired or replaced with refurbished units and updated to the latest applicable revision level. Out-of-warranty replacement units may have minor cosmetic flaws. All repaired or refurbished units are put through a comprehensive final test before they are returned to the customer.

A Return Material Authorization (RMA) number must be obtained from Tone Commander before any Product may be returned for repair. Call the Tone Commander Technical Support Department at (800) 524-0024, Monday through Friday, between 6:00 AM and 4:00 PM Pacific Time to receive an RMA number. Products that are more than seven years old and no longer manufactured by Tone Commander may not be repairable.

Products that have failed within the warranty period will be repaired free of charge. Out-of-warranty units are assessed flat-rate service charges. Current repair rates are available from our Technical Support Department.

In-warranty products returned for repair will be warranted for the balance of the new equipment warranty, or 90 days, whichever is longer. Out-of-warranty units returned for repair will be warranted for 90 days from the date of repair.

Freight must be prepaid for all units returned to Tone Commander for repair. Repaired units will be shipped UPS Ground (or equivalent) unless otherwise requested. Freight charges for out-of-warranty units will be billed to the customer. In-warranty units will not be assessed a freight charge, unless a shipping method other than UPS Ground is requested.



Shipments to non-established accounts may be sent C.O.D. or charged to a credit card. To establish an open account with Tone Commander, a credit application must be completed and processed.

Any units returned for repair which are determined to have failed due to physical abuse, electrical abuse, improper installation, or contain unauthorized modifications may be returned as non-repairable. Units that are repairable under these conditions will be charged the normal repair charge, regardless of warranty status. An explanation of this will be sent with the unit.

Some low cost modules are not repairable. Defective units under valid warranty will be replaced free of charge.

### ***Advance Replacement Service***

*For out-of-service situations*, defective units may be replaced with advance replacement units without waiting for normal repair service turn-around from the factory. On-site troubleshooting to verify power, wiring, and programming must be accomplished before advance replacements will be authorized. Tone Commander Technical Support Engineers are available at (800) 524-0024 to assist in troubleshooting and to approve advance replacements if necessary. Please call from the installation site to facilitate troubleshooting.

Same-day advance replacement units can be requested from Tone Commander Technical Support Monday through Friday, from 6:00 AM until 2:00 PM Pacific Time. Advance replacements requested at other times will normally ship the next business day. Availability is subject to stock on hand at the factory.

In-warranty units may be shipped free of charge via UPS Ground (or equivalent). Other shipping methods are available at additional cost. Shipping and repair charges for out-of-warranty units are billed to the customer. Open account customers will be invoiced at the time of shipment. Advance replacements to non-established accounts may be shipped C.O.D. or charged to a credit card.

Advance replacements are warranted for the balance of the new equipment warranty or 90 days, whichever is longer.

Defective units must be received at Tone Commander within 14 days after the advance replacement unit is received. Freight must be prepaid. If the defective unit is not returned within 14 days, the customer will be billed for the current list price of the advance replacement equipment.

Returned units that have failed due to physical abuse, electrical abuse, improper installation, or contain unauthorized modifications may be deemed non-repairable. Non-repairable units (regardless of warranty status) will be assessed the current list price for the advance replacement. Units that are still repairable under these conditions will be assessed normal shipping and repair charges, regardless of warranty status. An explanation of this determination will be sent with the invoice.